

208 DEED 501

THE STATE OF TEXAS |  
COUNTY OF BASTROP |

Reservations and Restrictions  
of Cedar Hills Section 1

WHEREAS, Mina Land Company, a Texas corporation maintaining its principal office and place of business in Austin, Travis County, Texas, hereinafter referred to as developer, is the owner of the following described land situated in Bastrop County, Texas, to-wit:

All that certain property in Bastrop County, Texas, known as Cedar Hills Section #1, according to the map or plat thereof filed for record in the office of the County Clerk of Bastrop County, Texas, on the 22 day of MAY, 1972, under County Clerk's File No.            hereinafter sometimes referred to as "the Sub-division." The plat is recorded in Volume 2 at page 38 of the Plat Records of Bastrop County.

WHEREAS, developer desires the development of its property to be for the mutual benefit and pleasure of the present and future property owners in such subdivision and to protect the property values therein by imposing the reservations, restrictions and other provisions hereinafter set forth upon and against all lots and properties in said section except for tracts 1, 2, C, D, and the east 300' of tracts E, 21, and 33 which are reserved by the developer as commercial property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the developer does hereby make, adopt and establish the reservations, restrictions and other provisions (including, without limitation, reservations, restrictions, declaration, easements, limitations, charges, agreements, covenants, conditions and stipulations) hereinafter set forth applicable to the parcels in Cedar Hills Section 1 (except for tracts 1, 2, C, D and the east 300' of tracts E, 21, and 33), a subdivision in Bastrop County, Texas, according to the map or plat filed in the office of the County Clerk of Bastrop County, Texas. Said map or plat has been duly authenticated with proper certificates subject to the reservations, restrictions and other provisions herein contained and said

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map or plat is subject only to such minor changes as, in the judgment of developer, are necessitated by the efficient installation of improvements.

Restrictions

(1) Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except that the developer has the right to designate one or more lots for use as parks and lots or areas which will be unrestricted since they may be used for commercial purposes, at the option of the developer.

(2) Lot area. No lot shall be re-subdivided without the specific approval of the Architectural Control Committee, except that developer has authority to re-subdivide or to grant authority to re-subdivide tract numbers A, B, D, E, 20, 21, 32, and 33.

(3) Cedar Hills Civic Club. All property owners shall be members of the Civic Club. Such club shall exercise the following functions and any others set forth herein or that may from time to time be found beneficial by the membership.

(a) The club shall advise developer regarding appointments to the Architectural Control Committee;

(b) The club shall govern and administer the maintenance of all common areas throughout the subdivision; and

(c) The club shall make rules concerning its membership and the performance of its functions.

(4) Maintenance charge. Each lot is subject to an annual maintenance charge of \$50.00 per lot payable to the Cedar Hills Civic Club by the owner of such lot on the first of January of each year beginning January 1, 1973. The Cedar Hills Civic Club may from time to time informally raise or lower the amount of such charge.

(5) Architectural Control Committee. An Architectural Control Committee shall be appointed, from time to time, by the



developer, with the advise of the Civic Club. It shall be the purpose of such Committee, in reviewing plans, specifications and plat plans, to ensure for all owners, harmony of external and structural design and quality. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

(6) Structures.

- (a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than 900 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages.
- (b) No improvements shall be placed or altered on any lot until the building plans, specifications and plat plans showing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications, and/or plat plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plat

- plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.
- (c) No structure shall be used until the exterior thereof, as approved pursuant to sub-paragraph (b) above, and sanitary sewerage disposal facilities (complying with (17) below) are completely finished.
- (d) No structure shall be located on any lot nearer than twenty-five (25) feet to any exterior lot line (i.e., any street); nor nearer than ten (10) feet to any interior lot line; except that:
- (i) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.
- (ii) The set-back lines may be relaxed by decisions of the Architectural Control Committee, if, in its sole opinion, the above prescribed distances are not feasible.
- (e) No trailer, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot.
- (f) With reasonable diligence, and in all events within six (6) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior.
- (g) No fence, wall, or hedge or radio or television aerials shall be built nearer to any street than the building setback line therefrom.



Further, no fence, wall, or hedge or radio or television aeriels shall be built at any other location on any lot prior to submitting a detailed drawing to the Architectural Control Committee and obtaining its written approval thereof.

(7) Signs. No "For Sale" or "For Rent" signs may be displayed without the prior written approval of developer; and no other type of sign or advertising may be displayed on any lot. Develop. shall have the right to maintain an office within the subdivision and have the right to display signs for the purpose of promotion.

(8) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

(9) Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.

(10) Garbage and trash disposal. No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator; and, unless so burned, shall be removed by the lot owner to a location designated by the developer.

(11) Storage of materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected.

(12) Animals. No horses, cows, poultry, or livestock of any kind (other than house pets) may be kept on any lot except

that property owners whose property lies in the area designated on the plat as tracts A and B may keep horses on their property. The Civic Club may establish maximum limits as to the number of horses to be kept on each lot in the said tract. All lots on which horses are kept must be adequately fenced and such fencing must be approved per restriction (6)(g) above.

(13) Drainage structures. Drainage structures under private driveways must be approved by the Architectural Control Committee and shall always have a net drainage opening area of sufficient size to permit the free flow of water without back-water.

(14) Unightly storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks or unsightly vehicles shall be kept for the purpose of repair on any lots or drives, except in garages, carports or storage facilities.

(15) Off-street parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for his vehicle or vehicles.

(16) Condition of lots. In order to ensure that the subdivision is maintained in an attractive manner, the owner of each lot shall preserve all trees on his lot and keep grass, weeds and vegetation trimmed or cut except where the cutting of trees or the growth of such vegetation is a part of a building or landscaping plan approved by the Architectural Control Committee. Upon failure of the owner to so maintain his property within thirty (30) days after notice to said owner of such condition, then developer or its agent may enter upon said lot to remedy the condition at the expense of the owner--provided that the expense shall not exceed Fifteen Dollars (\$15.00) per lot annually.

(17) Sewerage. No outside toilets will be permitted. No means of sewerage disposal may be installed or used except a septic tank or similar improved sanitary method of sewerage



disposal meeting the requirements and approval of the proper governmental authorities having jurisdiction with respect thereto, and if there is no exercise of governmental authority such disposal system shall be approved by a registered sanitary engineer. The drainage of septic tanks or other sewerage disposal facilities into any road, ditch, or surface easement, either directly or indirectly, is prohibited.

(18) Easements, etc. Perpetual easements are reserved over and across the lots in the subdivision for the purpose of installing, repairing, and maintaining, or conveying to proper parties so that they may install, repair, and maintain, electric power, water, sewerage, cable TV, drainage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the subdivision as follows:

- (a) There shall be a 10-foot utility easement running the length of each property line, and in instances in which lot owner's surrounding terrain may necessitate the location of lines outside these precise areas, access may be had at all reasonable times thereto, for maintenance, repair and replacement purposes, without the lot owners being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has processed. However, where one owner has two or more contiguous lots and wishes to construct improvements crossing a property line or lines, the easement herein reserved is automatically voided as to that property line, and no utility company shall have the right to claim such easement.
- (b) Bridle path easements shown on the recorded plat are hereby adopted in these restrictions.

(19) Oil, gas and mineral development. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derrick or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the subdivision at any time while these restrictions remain in force and effect.

(20) Subdivision of larger tracts. No property shall be subdivided without the prior approval of the developer and the Architectural Control Committee. A property owner purchasing acreage of two acres or more may not subdivide that property prior to July 14, 1975. Any such future subdivision shall include lots of not less than 3/4 of an acre and shall be subject to all Cedar Hills restrictions as filed and consistent with the general scheme of the subdivision. There shall be no subdivision of lots of two acres or less.

(21) Covenants running with the land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.



(22) Partial invalidity. Invalidation of any covenant, restriction, etc. (by court judgment or otherwise), shall not affect, in any, the validity of all other such covenants, restrictions, etc.--all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

(23) Duration of restrictions.

- (a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until May 19, 2002.
- (b) At the end of the terms provided in (23)(a) above, and at the end of each ten (10) years extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the then owners of a majority of the lots in the subdivision and shall have been recorded in the office of the County Clerk of Bastrop County, Texas, agreeing to change said restrictions and covenants, in whole or in part.

1972.

EXECUTED as of this the 31<sup>st</sup> day of July

MIMA LAND, INC.

CORPORATION SEAL

ATTEST:

Mark A. Owen  
Secretary

BY: William P. Webster  
President

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THE STATE OF TEXAS

COUNTY OF Bastrop

BEFORE ME, the undersigned, on this day personally appeared WILLIAM P. WEBSTER, President of MINA LAND, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said MINA LAND, INC., a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 31st day of July, 1972.

NOTARY SEAL

Wm. Lee Ditt  
Notary Public in and for  
Bastrop County, Texas

My commission expires:  
6-1-73

FILED FOR RECORD 31st DAY OF July, 1972 AT 2:15 P.M.  
AND RECORDED THE 3rd DAY OF Aug., 1972 AT 11:25 A.M.  
BY James Schaefer DEPUTY. LOUISE MCCULLOUGH, CLERK,  
BASTROP COUNTY, TEXAS.



1901257 MCE806

STATE OF TEXAS  
COUNTY OF BASTROP

DEED RECORDS

6574

WHEREAS, Mina Land Company, a Texas Corporation, maintaining its principal office and place of business in Elgin, Bastrop County, Texas is the developer of the following described subdivision in Bastrop County, Texas, to-wit:

Cedar Hills, Section I and Section II as shown by the Plat Records of said County in Volume 2, Page 38 and Cabinet 1, Page 118B respectively.

WHEREAS, the reservations and restrictions governing Cedar Hills Sections I and II are found in the Deed Records of Bastrop County, Texas at Volume 208, Page 501 et seq and Volume 220, Page 238 et seq respectively;

WHEREAS, the said restrictions reserve unto developer certain rights and the exercise of discretion, which rights and discretions are not available or enforceable by other lot owners, to-wit:

- a. The Architectural Control Committee serves under appointment by the developer.
- b. Re-subdivision of tracts within the further provisions of the reservations and restrictions requires the prior approval of developer;

WHEREAS, the developer wishes to waive any vestige of control over the Architectural Control Committee and any reservation of authority requiring that the developer approve any re-subdivision that is otherwise permissible under the reservations and restrictions of Cedar Hills, Section I and II;

NOW, THEREFORE, know all men by these presents that Mina Land Company does hereby delegate and grant unto the Cedar Hills Civic Club, a Texas Non-Profit Corporation, any authority Mina Land Company may have to appoint the Architectural Control Committee and further does hereby waive its right to appoint such committee. In addition, Mina Land Company does hereby delegate and grant unto the said Architectural Control Committee the authority to grant permission to re-subdivide lots within Cedar

Hills in accordance with the further provisions of the reservations and restrictions applying to Cedar Hills Sections I and II except; however, Mina Land Company shall have the right to re-subdivide the following unsold tracts in Cedar Hills, Section I:

Tract B, Lot 33, Lot 21, Tract E, and Tract D

EXECUTED and DELIVERED to Cedar Hills Civic Club this 1 day of December, 1977.

MINA LAND COMPANY

by Wayne E. Frank  
Wayne E. Frank, President

Accepted:

Cedar Hills Civic Club

by Louise Moore  
its Secretary

STATE OF TEXAS  
COUNTY OF BASTROP

Before me, the undersigned authority, on this day personally appeared Wayne E. Frank, President of Mina Land Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 12<sup>th</sup> day of December, 1977.

NOTARY SEAL

STATE OF TEXAS  
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the record RECORDS of Bastrop County, Texas, as Stamped herein by me on



Louise Moore

COUNTY CLERK  
BASTROP COUNTY, TEXAS

William H. Pickett  
Notary Public in and for  
Bastrop County, Texas

FILED DEC 30 1977  
8:30 a.m.

Louise Moore

COUNTY CLERK  
BASTROP COUNTY, TEXAS



STATE OF TEXAS  
COUNTY OF BASTROP

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## DEED RECORDS

2374

WHEREAS, Mina Land Company, a Texas Corporation, maintaining its principal office and place of business in Elgin, Bastrop County, Texas is the developer of the following described subdivision in Bastrop County, Texas, to-wit:

Cedar Hills, Section I and Section II as shown by the Plat Records of said County in Volume 2, Page 38 and Cabinet 1, Page 118 B respectively.

WHEREAS, the reservations and restrictions governing Cedar Hills Sections I and II are found in the Deed Records of Bastrop County, Texas at Volume 208, Page 501 et seq and Volume 220, Page 238 et seq respectively;

WHEREAS, the said restrictions reserve unto developer certain rights and the exercise of discretion, which rights and discretions are not available or enforceable by other lot owners, to-wit:

- a. The developer has reserved the right to designate one or more lots for use as parks and to designate certain areas unrestricted.
- b. The developer has reserved the right to display signs and maintain an office for promotional purposes.

WHEREAS, the developer wishes to waive any reservation of authority over the lots designated below beyond those reservations and restrictions which are reciprocally enforceable by all lot owners.

NOW, THEREFORE, know all men by these presents that Mina Land Company does hereby waive its right to display signs or maintain an office for promotion purposes upon -- and does hereby waive its right to designate for park or commercial use any of the following lots in Cedar Hills subdivision, to-wit:

37	90	122	158	168
46	91	123	159	169
47	94	124	160	171
59	95	125	161	172
60	96	126	162	174
67	97	127	163	175
78	98	128	164	178
79	116	129	165	Tract D
89	121	155	166	Tract E

EXCEPT, however, it is understood that tract D and the east 300 feet of tract E have been specifically designated as commercial property in the above referenced restrictions.

EXECUTED and DELIVERED to Cedar Hills Civic Club this 10<sup>th</sup> day of April, 1978.

MINA LAND COMPANY

by Wayne E. Frank, President  
Wayne E. Frank, President

ACCEPTED:

CEDAR HILLS CIVIC CLUB

by Jerrill L. Murphy  
its President

STATE OF TEXAS  
COUNTY OF BASTROP

STATE OF TEXAS COUNTY OF BASTROP  
I hereby certify that this instrument was FILED on the date and at the place indicated by me and was RECORDED in the Volume and Page of the Public Records of Bastrop County, Texas, as Stamped herein by me.

APR 27 1978



Shirley Gains  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

Before me the undersigned authority, on this day personally appeared Wayne E. Frank, President of Mina Land Company, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 10<sup>th</sup> day of April, 1978.

Shirley Gains  
Notary Public in and for  
Bastrop County, Texas

NOTARY SEAL

FILED

APR 19 1978

Shirley Gains  
COUNTY CLERK  
BASTROP COUNTY, TEXAS